

**State of New Jersey
State Agriculture Development Committee
Farmland Preservation Program**

SADC Farm Auction
(formerly the Erb farm)

**Township of North Hanover Block 604, Lot 9; Block 605, Lot 2; Block 607, Lots 2 and 3;
Township of Chesterfield Block 1103, Lot 6; and Township of Springfield Block 2304.01,
Lot 8, Burlington County, New Jersey
134 Acres**

AUCTION GROUND RULES

1. Sold "AS IS", "WHERE IS".
2. To be deemed a qualified bidder, an "Application to Qualify as A Bidder to Purchase Property by Auction" and a bidder deposit of \$50,000 had to be submitted to the SADC prior to the auction.
3. Only qualified bidders may participate in the auction.
4. Bidding increments shall be no less than \$5,000. The SADC reserves the right to reject any and all bids. The sale is subject to the SADC accepting the highest bid.
5. Utilize your assigned bidder number when making a bid. Your number will be used for your personal identification.
6. Bidders may not leave the room following sign-in. Conversation between bidders during the auction is not permitted. Qualified bidders arriving while the auction is in session will be allowed to participate but without benefit of reading of the ground rules.
7. All property information supplied by the SADC in connection with the auction is deemed to be unofficial and should have been checked with appropriate officials as suggested in the information sheet, prior to the auction.
8. The successful bidder will be required to sign an "Agreement For The Sale of Real Property By Auction". The Agreement must be signed within 5 days of the close of the auction.
9. The subject property is permanently restricted for agricultural purposes under the terms and conditions set forth in the "Agreement For The Sale of Real Property By Auction". In particular, paragraph 12 of the Deed Restrictions stipulates that at the time of conveyance of the property there is one (1) Main Farmhouse and one (1)

Smaller home for a total of two (2) single-family residential buildings on the Premises and no residential buildings used for agricultural labor purposes. The single-family residences cannot be re-designated as an agricultural labor housing unit.

10. Paragraph 13 ii states that zero (0) residual dwelling site opportunity has been allocated to the Premises.
11. No further division of the Premises is permitted.
12. The Purchaser will provide the SADC with the name and address of his/her attorney.
13. A survey certified to the SADC will be furnished to the Purchaser for informational purposes only. The SADC will not issue a survey certification to Purchaser. If Purchaser wishes to obtain a survey certified to Purchaser or its title insurer, Purchaser has the option to obtain such survey as Purchaser's cost and expense. A title search may be obtained at the discretion of the Purchaser.
14. The Purchaser shall be responsible for obtaining a title search at his/her own cost, if so desired. If a title search is secured, a copy must be provided to the SADC prior to closing.
15. A bidder may act on behalf of another person or company, only if he/she submitted an "Authorization to Bid" form to the SADC prior to the auction.
16. The Sale is not contingent on the Purchaser obtaining financing and variances. Failure to obtain financing will result in the \$50,000 deposit not being returned.
17. Closing Date – Within 60 days of the execution of an Agreement For The Sale Of Real Property By Auction.
18. The SADC is selling a preserved farm pursuant to N.J.S.A. 4:1C-31(f). Although two structures previously used as residences are included in the sale, the SADC makes no representation regarding the habitability of the houses. The structures have been vacant during SADC's ownership. SADC will not make any improvements to the structures and makes no representation that a certificate of occupancy or smoke detector certificate could be issued for the structures in their present condition. There is also a well on the property. SADC makes no representation regarding the suitability of this well for potable water purposes. Purchaser may have the well tested in accordance with Well Testing Act NJSA 58:12A-26. However, the results of any such test shall not provide the purchaser with any right to terminate the purchase agreement. Purchaser shall be responsible for complying with all federal, state or local laws and regulations prior to occupying the residence.

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